



Order Filed on July 2, 2021  
by Clerk  
U.S. Bankruptcy Court  
District of New Jersey

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF NEW JERSEY

Caption is in Compliance with D.N.J.L.BR. 9004-1  
Lavin, Cedrone, Graver, Boyd & DiSipio  
1300 Route 73, Suite 307  
Mt. Laurel, New Jersey 08054  
Regina Cohen, Esquire  
Attorneys for Ally Capital  
[rcohen@lavin-law.com](mailto:rcohen@lavin-law.com)

*In Re:*

THOMAS SABO

Debtor

Case No.: 18-16700(MBK)

Hearing Date: N/A

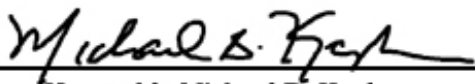
Judge: Michael B. Kaplan

Chapter: 13

**CONSENT ORDER RESOLVING CREDITOR,  
ALLY CAPITAL'S MOTION FOR RELIEF FROM STAY AND CO-DEBTOR STAY**

The relief set forth on the following page, numbered two (2) through five (5) is hereby ORDERED.

**DATED: July 2, 2021**

  
\_\_\_\_\_  
Honorable Michael B. Kaplan  
United States Bankruptcy Judge

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Debtor: Thomas Sabo

Case No.: 18-16700(MBK)

Caption of Order: CONSENT ORDER RESOLVING CREDITOR, ALLY CAPITAL'S  
MOTION FOR RELIEF FROM STAY AND CO-DEBTOR STAY

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This Consent Order is entered into by and between the Debtor Thomas Sabo, by and through his counsel, Daniel E. Straffi, Esquire, and the Law Offices of Straffi & Straffi, LLC and Ally Capital, by and through its counsel, Regina Cohen, Esquire and the Law Offices of Lavin, Cedrone, Graver, Boyd & Disipio, in order to resolve Ally Capital's Motion for Relief from Stay filed with this Court on May 26, 2021.

AND NOW COMES Ally Capital, by and through their counsel, and state as follows:

Thomas Sabo (the "Debtor") and Delphine Sabo (the "Non-Filing Party") financed the purchase of a 2014 Infiniti, VIN: 5N1AL0MMXEC543379 (the "Vehicle") pursuant to the terms of a Retail Installment Sale Contract dated November 25, 2017 (the "Contract") which has been assigned to Ally Capital.

Pursuant to the Contract, Ally Capital maintains a perfected security interest in and to: (a) the Vehicle; (b) accessories, equipment and replacement parts installed in the Vehicle; and (c) service contracts on the Vehicle.

The Debtor and/or Non-Filing Party desires to retain possession of the Vehicle and provide adequate protection for Ally Capital's interest in the Vehicle.

It is hereby stipulated and agreed by and between Debtor and Ally Capital as follows:

**ORDERED** that the Debtor and Non-Filing Party are \$1,224.42 in arrears through and including the June 9, 2021 due payment. The Debtor and Non-Filing Party acknowledge their account is in arrears in the amount of \$1,224.42 through and including the June 9, 2021 due payment.

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Debtor: Thomas Sabo

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**ORDERED** that the Debtor and/or Non-Filing Party shall cure the post-petition arrears in the amount of \$1,224.42 plus \$500.00 in costs and fees for a total of \$1,724.42 by paying an additional payment of \$574.81 (which, along with the regular contractual payment due in the amount of \$408.14, will result in a total payment of \$982.95) monthly for three (3) months commencing with a payment due on or before July 9, 2021 and ending with a payment due on or before September 9, 2021. Said payment shall be forwarded to: Ally Capital, Payment Processing Center, P.O. Box 78234, Phoenix, AZ 85062-8234.

**ORDERED** that the Debtor and/or Non-Filing Party shall resume making regular monthly contractual payments in the amount of \$408.14 each, commencing with the payment due on or before October 9, 2021. Pursuant to the Contract, a late charge may be assessed for any payment not received in full within ten (10) days after it is due. Said payments shall be forwarded to: Ally Capital, Payment Processing Center, P.O. Box 78234, Phoenix, AZ 85062-8234.

**ORDERED** that the Debtor and/or Non-Filing Party shall make the July 9, 2021 cure payment and all future payments on time. Said payments shall be forwarded to: Ally Capital, Payment Processing Center, P.O. Box 78234, Phoenix, AZ 85062-8234.

**ORDERED** that all payments shall be made payable to Ally and include Debtor and Non-Filing Party's account number.

**ORDERED** that the Debtor and/or Non-Filing Party hereby agrees to maintain insurance coverage in such types and amounts as are required by the Contract until such time as all amounts due Ally Capital under the Contract are paid in full.

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Debtor: Thomas Sabo

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**ORDERED** that if Debtor and/or Non-Filing Party fails to comply with any of the stipulated terms herein, or if Debtor and/or Non-Filing Party fails to make the regular payments due and owing within ten (10) days of due date, Ally Capital will give Debtor, Non-Filing Party and Debtor's counsel notice by facsimile, first class mail or e-mail. Debtor and/or Non-Filing Party will have ten (10) days to bring the account current. If the account is not brought current within the ten (10) day period, Ally Capital may be granted relief from the automatic stay imposed by 11 U.S.C. §362 with respect to the Vehicle as to the Debtor and may be granted relief from the automatic stay imposed by 11 U.S.C. §1301(c) with respect to the Vehicle as to the Non-Filing Party upon filing a Certification of Counsel that Debtor and/or Non-Filing Party is in default, together with a proposed Order to the Bankruptcy Court, and serving copies of the same upon the Debtor, Non-Filing Party, Debtor's counsel and Chapter 13 Trustee. It is also expressly understood that the notice and cure period provided herein, only applies with respect to Ally Capital's ability to obtain relief from the automatic stay in this bankruptcy case and does not in any way apply to or restrict Ally Capital's ability to pursue its rights pursuant to the Contract.

**ORDERED** that if for any reason Debtor(s)' case is closed, terminated, dismissed or converted, the parties hereto agree and acknowledge that the terms of this agreed/stipulated order will be null and void and the parties are returned to the status quo with their respective rights under state law and the Contract.

**ORDERED** that this Consent Order may be executed by facsimile and such facsimile signatures shall be deemed as originals.

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Debtor: Thomas Sabo

Case No.: 18-16700(MBK)

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**ORDERED** that the signature pages of this Consent Order may be executed in counterpart and all such signature pages, when attached, shall become part of the original Consent Order.

/s/ Regina Cohen

Regina Cohen, Esquire  
Attorney for Ally Capital



Daniel E. Straffi, Esquire  
Attorneys for Debtor

In re:  
Thomas Sabo  
Debtor

Case No. 18-16700-MBK  
Chapter 13

## CERTIFICATE OF NOTICE

District/off: 0312-3  
Date Rcvd: Jul 02, 2021

User: admin  
Form ID: pdf903

Page 1 of 2  
Total Noticed: 1

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Jul 04, 2021:

Recip ID	Recipient Name and Address
db	Thomas Sabo, 3419 Quaker St, Wall, NJ 07719-4738

TOTAL: 1

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.  
Electronic transmission includes sending notices via email (Email/text and Email/PDF), and electronic data interchange (EDI).

NONE

## BYPASSED RECIPIENTS

The following addresses were not sent this bankruptcy notice due to an undeliverable address, \*duplicate of an address listed above, \*P duplicate of a preferred address, or ## out of date forwarding orders with USPS.

NONE

## NOTICE CERTIFICATION

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed .R. Bank. P.2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Jul 04, 2021

Signature: /s/Joseph Speetjens

## CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on July 2, 2021 at the address(es) listed below:

Name	Email Address
Albert Russo	docs@russotrustee.com
Albert Russo	on behalf of Trustee Albert Russo docs@russotrustee.com
Daniel E. Straffi	on behalf of Debtor Thomas Sabo bktrustee@straffilaw.com G25938@notify.cincompass.com;familyclient@straffilaw.com;bktrustee@straffilaw.com
Denise E. Carlon	on behalf of Loss Mitigation Select Portfolio Servicing dcarlon@kmlawgroup.com bkgroup@kmlawgroup.com
Denise E. Carlon	on behalf of Creditor U.S. Bank National Association as Trustee, et al... dcarlon@kmlawgroup.com, bkgroup@kmlawgroup.com
Denise E. Carlon	on behalf of Creditor U.S. Bank National Association as Trustee, for Structured Asset Mortgage Investments II Inc., Prime Mortgage Trust, Certificates, Series 2005-4 dcarlon@kmlawgroup.com, bkgroup@kmlawgroup.com
Rebecca Ann Solarz	on behalf of Creditor U.S. Bank National Association as Trustee, et al... rsolarz@kmlawgroup.com

District/off: 0312-3

User: admin

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Date Rcvd: Jul 02, 2021

Form ID: pdf903

Total Noticed: 1

Regina Cohen

on behalf of Creditor Ally Capital rcohen@lavin-law.com ksweeney@lavin-law.com

U.S. Trustee

USTPRegion03.NE.ECF@usdoj.gov

TOTAL: 9